



State of Colorado
State Purchasing & Contracts Office

In conjunction with



Request for Proposal

Colorado Solicitation # RFP-NP-18-001

**NASPO ValuePoint Master Agreement
For:**

COPIERS AND MANAGED PRINT SERVICES

Original Release Date: October 2, 2018

Amended Release Date: October 18, 2018

Deadline for Submission: **January 17, 2019 @ 1:00 PM MDT**

Refer to Subsection 1.3, Schedule of Events, for the complete RFP timeline

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REQUEST FOR PROPOSAL

Copiers and Managed Print Services

Solicitation # RFP-NP-18-001

SECTION 1: Solicitation Overview

1.1 Purpose

1.1.1 The State of Colorado, Department of Personnel & Administration, State Purchasing & Contracts Office (“Lead State”) is requesting Proposals for Copiers and Managed Print Services (MPS) in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Contractors to provide Multi-function Devices (MFD’s), Single-function Printers, Production Equipment, Large/Wide Format Equipment, Scanners, and MPS and software bundles that enable and enhance the productivity and capability of the Devices. The Equipment that will be available under the resulting Master Agreement(s) will be grouped as follows:

Group	Device
A	A3 MFD (B&W and Color/B&W)
B	A4 MFD (B&W and Color/B&W)
C	Production Equipment (B&W and Color/B&W)
D	Single-function Printers (B&W and Color/B&W)
E	Large/Wide Format Equipment (B&W and Color/B&W)
F	Scanners

- 1.1.2** There will be a separate Evaluation component for MPS; however, it will not be awarded by itself. In order for an Offeror to be eligible to provide MPS, they must submit a response to the MPS component of this RFP. Refer to **Section 5 (Proposal Submission Instructions)** and **Section 6 (Evaluation and Award Selection Process)** for additional information.
- 1.1.3** The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments, including departments, agencies, institutions of higher education, political subdivisions (i.e., school districts, counties, cities, etc.), eligible non-profit organizations, and the District of Columbia, subject to approval of the individual Chief Procurement Officer and compliance with local statutory and regulatory provisions.
- 1.1.4** This RFP is designed to provide interested Offerors with sufficient information to submit Proposals meeting minimum requirements, but is not intended to limit a Proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with Lead State requirements.
- 1.1.5** All information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the Lead State at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the Lead State.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

- 1.2.1 The State of Colorado, Department of Personnel & Administration, State Purchasing & Contracts Office, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-NP-18-001. This number must be referenced on all Proposals, correspondence, and documentation relating to the RFP.
- 1.2.2 The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator, all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, clarification, the Award process, and any other questions that may arise related to this Solicitation and the resulting Master Agreement(s). The Lead State Contract Administrator designated by the State of Colorado is:

Nikki Pollack, CPPB
Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, CO 80203
nikki.pollack@state.co.us
Phone: 303-866-5671

1.3 Schedule of Events

- | | |
|--|--|
| 1. Pre-Proposal Meeting | October 12, 2018, 9:00 AM (MDT) |
| 2. Q&A (from Pre-Proposal Meeting) posted | October 18, 2018, 5:00 PM (MDT) |
| 3. Deadline for Offeror written questions | October 24, 2018, 5:00 PM (MDT) |
| 4. Estimated response to Offeror questions | October 29, 2018, 5:00 PM (MDT) |
| 5. Deadline to submit Proposal | January 17, 2019, 1:00 PM (MDT) |
| 6. Public Opening of Proposals | January 17, 2019, 2:00 PM (MDT) |
| 7. Estimated Award notification | March 31, 2019 |
| 8. Master Agreement negotiations | April, 2019 – July, 2019 |
| 9. Contractor Kick-Off Meeting | Late July, 2019 |
| 10. Estimated Contract start date | August 1, 2019 |

1.4 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on October 12, 2018 at 9:00 AM (MDT). Manufacturers' that meet the mandatory requirements of **Subsection 3.6.1**, and are interested in attending, must email Nikki Pollack at nikki.pollack@state.co.us, no later than 3pm (MDT) on October 5, 2018, and request additional information. Attendance is optional; however, Offerors who do not attend will still be responsible for ensuring their Proposal meets the requirements of the RFP. Answers to questions asked during the Pre-Proposal Meeting will be provided via a notice posted in Colorado VSS.

1.5 Contract Term

- 1.5.1 The initial term of the Master Agreement shall be two (2) years with the option to renew for up to three (3) consecutive one year periods.
- 1.5.2 The estimated Contract start date of August 1, 2019 will be the beginning of a transition period from the current state of Nevada Copiers, Printers and Related Devices (RFP 3091), and the

state of New Mexico Managed Print Services (RFP 40-000-14-00107) Master Agreements to the new State of Colorado Copiers and Managed Print Services (RFP NP-18-001) Master Agreement(s). During this transition period, which will be effective through December 31, 2019, Participating States and Entities may continue to use the Master Agreements that are in effect as of the issuance of this RFP. Purchasing Entities may begin purchasing from the Awarded Vendor(s) when new Participating Addenda are executed, or as directed by the Participating State or Entity.

1.6 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia, and the territories of the United States. The program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information, consult the following websites <http://www.naspo.org> and <http://www.naspovaluepoint.org>.

1.7 Participating States and Entities

1.7.1 In addition to the Lead State conducting this Solicitation, **Exhibit A (Participating States)** lists the states that have requested to be named in this RFP as potential users of the resulting Master Agreement(s). This list however, is not necessarily inclusive of all states or government entities that will utilize the resulting Contract(s). NASPO ValuePoint permits other states or entities to become Participating States or Entities after Award of the Master Agreement(s).

1.7.2 Some states have included state specific terms and conditions that will govern their Participating Addendum. These terms and conditions are provided as a courtesy to Offerors, and will not be addressed or negotiated by the Lead State; rather, the Participating States shall negotiate these terms and conditions directly with the Awarded Vendor(s). State specific terms and conditions are listed in **Exhibit D (Participating State Terms and Conditions)**.

1.7.3 Since Participating States and Entities have widely varying needs, this RFP has been designed to encompass all of these needs. As such, each Participating State or Entity may, through a Participating Addendum, limit:

- a) The number of Awarded Vendors;
- b) Available financial vehicles;
- c) Device Groups, Segments, Products, Services (including MPS); and
- d) Any additional items as deemed necessary by the Participating State or Entity.

1.7.4 A Participating State or Entity must sign a new Participating Addendum with an Awarded Vendor, regardless of whether that Awarded Vendor has signed Participating Addenda under a prior Master Agreement(s).

1.8 Historical Usage

Exhibit B (2017 Participating States Sales Volumes), contains calendar year 2017 estimated sales volume from those states listed in Exhibit A. No minimum or maximum level of sales volume is guaranteed or implied.

1.9 Selection of Successful Proposals

1.9.1 Should the Lead State determine at any time during the term of the resulting Master Agreements that the number of Awarded Vendors is not adequate to properly fill the needs of the

Participating States and Entities, it may re-issue the Solicitation and/or make additional Awards as necessary.

- 1.9.2 An Evaluation will be conducted and Awards made to Offerors whose Proposals are determined to be most advantageous considering the Evaluation factors set forth in **Section 6 (Evaluation and Award Selection Process)**.

1.10 Pricing

- 1.10.1 MSRP/List Price ~~and~~ discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms; however, Awarded Vendor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).
- 1.10.2 MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:
- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
 - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
 - c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
 - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 1.10.3 Pricing must include all shipping, delivery, and installation costs associated with the Products. Refer to **Subsection 4.11.5** for exceptions to this requirement.
- 1.10.4 The proposed discount percentages for the Pricing Items listed on the 'Discount from MSRP' tab in the Group Price Lists, will apply to the Awarded Vendor(s) full catalog of approved Products.
- 1.10.5 The proposed pricing shall be Ceiling Pricing. Awarded Vendor(s) may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Awarded Vendor(s).
- 1.10.6 Awarded Vendor(s) may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Awarded Vendor(s) must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 1.10.7 Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and ~~will shall only~~ be allowed once per ~~month calendar~~ ~~quarter~~.
- 1.10.8 ~~Product updates Updated Group Price Lists~~ are required by the 1st of the month and shall go into effect ~~upon approval by the 15th of each month, or when~~ the Lead State ~~approves the Price List, whichever comes first~~.
- 1.10.9 Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.

1.10.10 Updates to lease and rental rates must be submitted by the 1st day of each quarter.

1.10.11 Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Awarded Vendor(s) Price Lists may delay the approval process further.

1.10.12 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Awarded Vendor(s) shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.

1.10.13 Proposed pricing on all Products must be expressed as a discount from MSRP/List Price.

1.10.14 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Awarded Vendor(s) must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

1.10.15 The proposed lease and rental rates must not include property tax; however, **Awarded Vendor(s) will be allowed to increase their proposed rates in their Master Agreement Price Lists, to account for property tax. it may be billed separately to the Purchasing Entity, or as otherwise specified in a Participating Addendum.** Refer to **Subsection 4.6.5** for additional information on lease and rental rate calculations.

SECTION 2: Definitions

Term	Description
<i>A3 MFD</i>	A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<i>A4 MFD</i>	A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<i>Acceptance</i>	A written notice from a Purchasing Entity to Awarded Vendor advising Awarded Vendor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Awarded Vendor.
<i>Acceptance Testing</i>	The process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<i>Authorized Dealer (“Dealer”)</i>	The Manufacturer’s authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer’s Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity

	must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
Award	The selection of an Offeror based on the Offeror's Proposal, to receive a Contract resulting from the RFP.
Awarded Vendor	The business entity whose Proposal has been determined to be the most advantageous considering the factors set forth in the Solicitation, and whose Proposal(s) is approved and accepted by the Lead State.
Base Unit	The copier, printer, scanner, large/wide format and production Devices that include all standard Accessories and parts, and excludes optional Accessories and/or software.
Blended Rate	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
Bronze Standard	Devices which meet less than 50% of the 28 optional EPEAT criteria.
Business Day	Any day other than Saturday, Sunday or a legal holiday.
Buyout to Keep	The early termination option on an FMV or Capital Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments.
Buyout to Return	The early termination option on an FMV, Capital or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Awarded Vendor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment Payments.
C.R.S.	Colorado Revised Statutes and as amended.
Cancellable Rental	An agreement that is cancellable upon the Purchasing Entity providing the Awarded Vendor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Equipment ownership is not an option.
Capital Lease	For the purposes of this RFP and resulting Master Agreement(s), a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Equipment will automatically pass from the Awarded Vendor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Equipment, or the present value of the lease payments is greater than 90% of the fair market value of the Equipment at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
Ceiling Pricing	Pricing that is established as a "not-to-exceed" amount; the maximum price Awarded Vendor may charge for Products, Services, and Supplies.
Chief Procurement Officer	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a

	Participating State.
Contractor	Also referred to as Awarded Vendor or Offeror; is the person or entity delivering Products or performing Services under the terms and conditions set forth in the Master Agreement.
Coterminous	Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
Device	Also referred to as "Equipment." The Base Unit, either with or without optional Accessories and/or software.
Direct Material	Materials which are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
Electronic Product Environmental Assessment Tool (EPEAT)	A tool which evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
Energy Star	The U.S. Environmental Protection Agency's standard for energy efficiency.
Equipment	Also referred to as "Device." The Base Unit, either with or without optional Accessories and/or software.
Equipment Downtime	The period of time that a Device is waiting for Service to be completed.
Equipment Payment	The Equipment portion of the payment, less any Service, Supplies, and maintenance.
Equipment Trade-In	An agreed upon transaction between the Purchasing Entity and Awarded Vendor, in which Awarded Vendor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
Equipment Upgrade or Downgrade	A replacement of the Purchasing Entity's existing lease or rental Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease or rental is then originated for the new piece of Equipment, with the remaining lease or rental payments on the old Equipment wrapped into it. The old lease or rental is closed out, and the Equipment is returned to Awarded Vendor.
Evaluation	The process of examining Offeror's Proposal and rating it based on pre-established criteria.
Fair Market Value (FMV) Lease	A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Awarded Vendor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Awarded Vendor at the end of the Initial Lease Term.
Free on Board (FOB) Destination	Awarded Vendor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
Group	The Device classification for the different types of Equipment solicited in this RFP. Groups are determined by the Devices primary functions and/or

	capabilities.
Independent Contractor	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
Initial Lease or Rental Term	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
Large/Wide Format Equipment	A Device that prints on a large paper via a variety of output options.
Lead State	The state conducting this cooperative procurement, Evaluation, Award, and centrally administering any resulting Master Agreement(s).
Legacy Equipment	Equipment that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
Maintenance Agreement	An agreement in which the Awarded Vendor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
Managed Print Services (MPS)	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
Manufacturer	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Offeror, Awarded Vendor and Contractor.
Manufacturer's Suggested Retail Price (MSRP)	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
Master Agreement	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Awarded Vendor, as now or hereafter amended.
Multi-function Device (MFD)	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
NASPO ValuePoint	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
Newly Manufactured	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
Normal Business Hours	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
Not Specifically Priced	NSP items are items that enhance or compliment the Awarded Vendor's

(NSP)	Product, and may be acquired by a Purchasing Entity under Awarded Vendor's Master Agreement, but are not listed or priced in Awarded Vendor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
OEM	Original Equipment Manufacturer.
Offeror	The Contractor who submits a Proposal in response to the RFP.
Order	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.)
Participating Addendum	A bilateral agreement executed by a Awarded Vendor and a Participating State or Entity incorporating the Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
Participating Entity	A government entity within a state that is properly authorized to enter into a Participating Addendum.
Participating State	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
Power Filter	An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
Preventative Maintenance	The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
Private Label	Products that are manufactured by one company and sold under a retailer's brand name.
Product	Devices, Accessories, parts, software, and/or Supplies provided or created by the Awarded Vendor pursuant to the Master Agreement.
Production Equipment	A high-speed, high-quality printing Device that typically has advanced finishing functionality.
Proposal	The official written response submitted by an Offeror in response to the RFP.
Proprietary Information	Any trade secret or confidential business information that is contained in a Proposal.
Public Record	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
Purchasing Entity	A city, county, district, institution of higher education, and some non-profits who issue an Order against the Master Agreement via their Participating State or Entity's Participating Addendum.
Refurbished	A Product which has received extensive maintenance and/or minor repair,

	including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this Solicitation and resulting Master Agreement(s), Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. Refurbished Equipment must be certified by the Manufacturer.
Remanufactured	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Equipment must be certified by the Manufacturer.
Renewal Term	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Awarded Vendor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. Capital Leases are excluded from going into renewal.
Request for Proposal (RFP)	The entire Solicitation document, including all parts, sections, exhibits, attachments, and amendments.
Response Time	The time from when the original Service Call is placed with the Awarded Vendor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
Scanner	A Device that scans documents and converts them into digital data.
Segment	The various speeds that Devices are categorized by.
Service Base Location	The place of business where the Awarded Vendor or Authorized Dealer stores parts and provides training for service technicians.
Service Call	An on-site Service technician visit due to Device error or malfunction.
Services	The labor required to be performed by Awarded Vendor pursuant to the Master Agreement or an Order.
Short-Term Rental	A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.
Single-function Printer	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
Solicitation	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
Straight Lease	A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
Supplemental Documents	Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and software or click-wrap agreements that are pertinent to the Products being offered.
Supplies	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
Third Party	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
Total Monthly	The Equipment portion of the payment, as well as any Service, Supplies

Payment	or maintenance, and less any applicable taxes.
Useful Life	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

SECTION 3: RFP Requirements and Information

3.1 Colorado Vendor Self Service (VSS) and Registration

- 3.1.1** This Solicitation is published using the Colorado Vendor Self Service (Colorado VSS). Offerors are not required to be registered on Colorado VSS in order to download RFP documents and information. Colorado VSS information can be found through the State Purchasing & Contracts Office (SPCO) link at www.colorado.gov/VSS. The Colorado VSS Help Desk can be reached at 303-866-6464 for further assistance.
- 3.1.2** During the RFP process, all official communication with Offerors will be via notices on Colorado VSS. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror(s). It is incumbent upon Offerors to monitor Colorado VSS for any such notices, as the Lead State accepts no responsibility for a prospective Offeror not receiving RFP documents and/or revisions to the RFP.

3.2 Inquiries and Questions

- 3.2.1** Offerors may submit inquiries and questions concerning this RFP to obtain clarification on specifications and requirements. All inquiries must be submitted via email to **Nikki Pollack at nikki.pollack@state.co.us**, and are due no later than the time shown in **Subsection 1.3 (3)**, or otherwise amended on Colorado VSS.
- 3.2.2** If Dealers have questions pertaining to this RFP, they must direct those questions through their Manufacturer.
- 3.2.3** Please limit inquiries to only those questions that are essential in order to submit a viable Proposal in response to this RFP. Requests for detailed, non-essential, or exhaustive information may receive a response of "This information is not available."
- 3.2.4** Responses to questions will be published as a modification on Colorado VSS. Offerors should not rely on any other information if it is not published on Colorado VSS, either written or oral, that alter any specification or other term or condition of the RFP. Offerors are NOT to contact any other state office or individual regarding this RFP process, as doing so may result in Offeror being disqualified.
- 3.2.5** The identity of potential Offerors will not be published with the answers.

3.3 Incurring Cost

Any cost incurred by a potential Offeror in preparation, transmittal, and/or presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.4 Cancellation of Procurement

This RFP may be cancelled at any time up until the time of execution of the Master Agreement(s), if the Lead State determines such action to be in the collective best interests of the Participating States and Entities, and in accordance with Section 24-103-301, C.R.S.

3.5 Governing Laws and Regulations

- 3.5.1 This procurement is conducted by the Lead State, in accordance with Colorado Procurement Code, which is available at <https://www.colorado.gov/pacific/osc/procurement-resources>.
- 3.5.2 This RFP and the resulting Master Agreement(s) shall be governed by the laws of Colorado as the Lead State. The exclusive venue for any administrative or judicial action relating to this RFP shall be in the City and County of Denver, Colorado.
- 3.5.3 The provisions governing choice of law and venue for issues arising after Award and during Contract performance are specified in **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)**.

3.6 Mandatory Requirements

To be eligible for consideration of Award, a potential Offeror must meet the following mandatory requirements. Failure to meet these mandatory requirements will result in disqualification of a Proposal.

- 3.6.1 Offeror must be a Manufacturer of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP.
- 3.6.2 Proposed Devices must be Newly Manufactured and meet the requirements of **Subsection 4.4.2**. Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.
- 3.6.3 Offeror must submit Product and pricing information as detailed in **Attachment E (Group Price Lists)** for each of the Groups being proposed. Offeror will not be eligible to receive an Award for any Group it does not submit Product and pricing information for. The information contained in each of the Group workbooks is for Evaluation purposes only and will not be inclusive of Offeror's awarded Product line for that Group(s). Refer to **Section 5 (Proposal Submission Instructions)** for additional requirements.
- 3.6.4 MSRP must be submitted with Offeror's Proposal. MSRP will be verified with Buyer's Lab. If the MSRP is not published on Buyer's Lab, then the Offeror may submit its List Price. The List Price must be verifiable and published on the Manufacturer's website **at the time of Proposal submission**.
- 3.6.5 In order to be eligible to provide MPS under a Group they are awarded, Offeror must submit pricing for MPS, and respond to all applicable questions in **Attachment G (MPS Response)**.
- 3.6.6 Offeror must provide a leasing option for Group A, Group B, and Group C. Lease options for Group D, Group E, and Group F are encouraged, but not required.
- 3.6.7 Offeror must submit 36, 48, and 60 month lease rates for FMV and Capital Leases for Groups A, B, and C. 12, 18, and 24 month terms are optional. In addition, 72 and 84 month lease and rental rates for Group C are also optional.
- 3.6.8 Offeror must submit copies of all Supplemental Documents with their Proposal. The terms and conditions in these documents must reflect the applicable terms and conditions as outlined in **Section 4 (Scope of Work)** of this RFP. The Supplemental Documents will be included as Exhibits in the Awarded Vendor(s) subsequent Master Agreement(s), but it will be at the discretion of each Participating State or Entity to review, negotiate and/or utilize these documents in their Participating Addendum.

3.7 Confidential or Proprietary Information

Written requests for confidentiality shall be submitted by the Offeror with their Proposal for consideration and acceptance of confidential status by the Lead State. The Offeror must state

specifically what elements of the Proposal are to be considered confidential/proprietary. Confidential and Proprietary Information must be readily identified, marked, and packaged in accordance with the instructions in **Subsection 5.2**. Neither a Proposal in its entirety, nor Proposal price information is considered confidential and proprietary. Any information that will be included in any resulting Master Agreement cannot be considered confidential. Colorado Open Records Act (CORA) (Section 24-72-201 et seq., C.R.S.) governs what Public Records are open for inspection.

3.8 Ownership or Disposition of Proposals and Other Materials Submitted

The Lead State has the right to retain the original Proposal and other RFP response materials for its files received by the Solicitation closing and not withdrawn prior to the public opening. As such, the Lead State may retain or dispose of all copies as is lawfully deemed appropriate. The Lead State has the right to use any or all information/material presented in the reply to the RFP. Proposal materials may be reviewed after the "Notice of Intent to Award" has been issued, subject to the terms of Title 24, Article 72, Part 2, C.R.S., as amended.

3.9 Offeror's Binding Offer and Acceptance

3.9.1 The contents of an Offeror's submittal response to this RFP shall constitute a binding offer and will become contractual obligations of the successful Offeror. Acknowledgment of this condition shall be indicated by the Offeror's signature on **Attachment B (Response Sheet)** or by an officer of the Offeror legally authorized to execute contractual obligations.

3.9.2 A submission in response to this RFP, unless specified otherwise, acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein including its attachments and exhibits, without making its offer contingent.

3.9.3 An Offeror may withdraw its Proposal upon written notification (email is acceptable) submitted to and received by the Lead State, prior to the established RFP Proposal opening date and time, in accordance with Section 24-103-202, C.R.S. and procurement rules R-24-103-202a-04 and R-24-103-202a-09.

3.10 NASPO ValuePoint Master Agreement Statement of Compliance

3.10.1 NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating State or Entity's Participating Addendum.

3.10.2 The Master Agreement will include, but not be limited to, **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)**, the requirements as referenced in **Section 4 (Scope of Work)**, and selected portions of the Offeror's Proposal.

3.10.3 Insurance. The Offeror agrees to acquire and keep in force Worker's Compensation, Commercial General Liability, **Cyber Liability**, and Automobile Liability insurance coverage from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)**, and as required by law.

3.10.4 Reporting Requirements. To be eligible for Award, the Offeror must agree to provide specific summary and detailed usage reports as prescribed by **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)**, and in **Exhibit I (NASPO ValuePoint Detailed Sales Reporting Template)**.

3.10.5 Administrative Fee

- a) The Awarded Vendor(s) will remit to NASPO ValuePoint, an Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.

- b) The NASPO ValuePoint Administrative Fee is not negotiable.
- c) The Awarded Vendor(s) will report on all actual Equipment sales, and on **actual or** estimated Service and Supply sales. This method will no longer require the Awarded Vendor to capture the actual Service and Supply revenues that are billed to the customer each month.
- d) Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Awarded Vendor(s) **may shall** report as follows:
 - i) **Purchased Equipment:** Awarded Vendor(s) shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Awarded Vendor(s) shall report an additional amount equal to the invoice amount and identified as “Estimated Service and Supplies,” or **an actual amount and identified as “Actual Service and Supplies,”** providing the customer elects to enter into a Maintenance Agreement. Thus, in the Awarded Vendor’s Detailed Sales Report, for each item sold, there will be two-line items: one for the **actual** piece of Equipment, and one for the Estimated **or Actual** Service and Supplies. The amounts reflected for **the Estimated Service and Supplies these line items** must be equal **to the amount of the Equipment**.
 - ii) **Lease and Rental Equipment:** Awarded Vendor(s) **shall may** report **sales according to the Purchased Equipment methodology described above, or they may report** the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Awarded Vendor(s) shall report an additional amount equal to the invoice amount and identified as “Estimated Service and Supplies,” or **an actual amount and identified as “Actual Service and Supplies.”** Thus, in the Awarded Vendor’s Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer **for the Equipment**, and one for the Estimated **or Actual** Service and Supplies. The amounts reflected for **the Estimated Service and Supplies these line items** must be equal **to the amount of the invoiced Equipment**.
- e) The NASPO ValuePoint Administrative Fee must be included as part of the pricing submitted with the Proposal. No other estimated fees or blended fees may be included in the proposed pricing.
- f) Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Awarded Vendor may adjust the Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.10.6 eMarket Center. To be eligible for Award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest, doing business as JAGGAER (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punch-out site) or unique ordering instructions. Refer to **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)** for the prescribed requirements.

3.11 Offeror Exceptions to Terms and Conditions

- 3.11.1** The Lead State discourages exceptions to the terms and conditions in the RFP, including the exhibits and attachments. Exceptions may cause a Proposal to be rejected as non-responsive when, in the sole judgment of the Lead State (and its sourcing team); the Proposal appears to be conditioned on exceptions or correction and would require a substantial Proposal rewrite to correct. In addition, exceptions to the mandatory requirements are not permitted.
- 3.11.2** In the sole discretion of the Lead State, exceptions may be evaluated to determine: the extent to which the alternative language or approach poses unreasonable, additional risk to the Lead State; is judged to inhibit achieving the objectives of the RFP; or whose ambiguity makes Evaluation difficult and a fair resolution (available to all Offerors) impractical given the time-frame for the RFP.
- 3.11.3** Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process that is outlined in **Subsection 3.2**.

3.12 Certification of Independent Price Determination

- 3.12.1** By submission of its Proposal each Offeror certifies as to its own organization, that in connection with this procurement:
- a)** The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor; and
 - b)** Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Contractor or to any competitor; and
 - c)** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 3.12.2** Each person signing the Response Sheet of the Proposal certifies that:
- a)** They are the person in the Offeror's organization responsible for the decision as to the prices being offered and that he/she has not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c); or
 - b)** They are not the person in the Offeror's organization responsible for the decision as to the prices being offered but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c), and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c).

3.13 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for one-hundred and eighty (180) days after the Proposal due date.

3.14 Right to Accept All or Portion of Proposal

Unless otherwise specified in the RFP, the Lead State may accept any item or combination of items as specified in the RFP or of any Proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's

restriction and evaluate whether the Award on such basis will result in the best value to the Lead State and NASPO ValuePoint. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further Evaluation.

3.15 Order of Precedence, Incorporated Documents, Conflict and Conformity

3.15.1 Incorporated Documents. Each of the documents listed below will be, by this reference, incorporated into any resulting Contract as though fully set forth herein:

- a) The RFP document and all amendments thereto;
- b) Awarded Vendor's Proposal in response to the RFP; and
- c) Awarded Vendor's publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Awarded Vendor makes available to Purchasing Entity, and uses to affect the sale of the Product to such Purchasing Entity.

3.15.2 Order of Precedence. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the conflict shall be resolved by giving precedence in the following order:

- a) A Participating State or Entity's unique terms and conditions as presented in the Participating Addendum;
- b) The executed NASPO ValuePoint Master Agreement, including all Exhibits and Attachments;
- c) An Order issued against the Master Agreement;
- d) RFP-NP-18-001), including all amendments; and
- e) Awarded Vendor's Proposal in response to RFP-NP-18-001, as revised (if permitted) and accepted by the Lead State.

3.15.3 Awarded Vendor's terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State, and incorporated into the Master Agreement.

3.15.4 Conformity. If any provision of the resulting Contract violates any federal or state statute or rule of law, it is considered modified to conform to that statute or rule of law.

3.16 Public Opening of Proposals

On the date and time shown in the "Public Opening of Proposals" in **Subsection 1.3**, the Lead State will conduct the public opening at the delivery location identified in **Subsection 5.2**, or otherwise amended on Colorado VSS. The Public Opening will disclose only the names of all Offerors who have submitted a Proposal in response to the RFP by the closing deadline.

3.17 News Releases

News releases pertaining to this RFP and associated Awards are prohibited by the Offeror, unless prior written approval has been provided by the Lead State.

3.18 Greening Requirement

The Lead State respects the environment and desires to do business with Contractors who share this concern. ~~Awarded Vendor(s) agree that reports, catalogs, correspondence, or other submittals will be made on recycled paper (recycled paper meaning not less than 30% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer~~

~~waste.)~~ Refer to **Exhibit J (State of Colorado Environmentally Preferable Purchasing Policy)** for additional information.

3.19 Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

SECTION 4: Scope of Work

4.1 Overview

- 4.1.1 Awarded Vendor(s) guarantee(s) a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2 Awarded Vendor(s) may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **Subsection 4.4.9**.
- 4.1.3 Awarded Vendor(s) may offer Devices in any Segment of any Group they are Awarded, as long as the Device meets the minimum requirements of the RFP, and the discount offered is the same as the discount proposed for that Segment within that Group. Refer to the instructions in each of the **Group Price Lists (Attachment E)** for additional information.
- 4.1.4 Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Awarded Vendor(s) must offer Devices in at least one (1) Group under the resulting Master Agreement(s) that can be accessible to people with disabilities.
- 4.1.5 If additional Devices are offered, then they must be discounted according to the proposed discount for the appropriate Segment in which they belong, or as specified in **Subsection 4.4.4**.
- 4.1.6 Awarded Vendor(s) may add or remove Products and Services from their Price Lists once per calendar quarter, provided the Products and Services fall within the scope of the RFP and resulting Master Agreement. In addition, the pricing offered must utilize the same pricing structure that was submitted with the Proposal, per **Subsection 1.10**.
- 4.1.7 **MPS:**
 - a) Vendors who are awarded MPS, may provide it as follows:

If awarded:	MPS may be provided on:					
	Group A	Group B	Group C	Group D	Group E	Group F
Group A	Yes	Yes	Yes	Yes	No	No
Group B	Yes	Yes	Yes	Yes	No	No
Group C	Yes	Yes	Yes	Yes	No	No
Group D	Yes	Yes	Yes	Yes	No	No
Group E	No	No	No	No	Yes	No
Group F	No	No	No	No	No	Yes

- b) Vendors who are awarded Group A, Group B, Group C, and Group D may also provide MPS on Group E and Group F if they have placed Equipment previously under a prior NASPO ValuePoint or WSCA Master Agreement within those Groups, or if the Purchasing Entity owns the Equipment.
- c) Vendors who are awarded Group E and Group F may also provide MPS on Group A, Group B, Group C, and Group D if they have placed Equipment previously under a prior NASPO ValuePoint or WSCA Master Agreement within those Groups, or if the Purchasing Entity owns the Equipment.
- d) Awarded Vendor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.

4.1.8 Survivability:

- a) Any Order placed under the Master Agreement shall survive the expiration of the Master Agreement unless otherwise specified in a Participating Addendum. *For example:*
 - A customer enters into a 60 month lease one (1) week before the Master Agreement expires. That lease will remain in effect for the full 60 months, unless the customer terminates the lease sooner. In addition, the Maintenance Agreement that accompanies the 60 month lease will also remain in effect until the lease is terminated.
- b) Awarded Vendor(s) are not permitted to increase pricing on any Order that was placed prior to the expiration of the Master Agreement. *For example:*
 - A customer purchases a Device and enters into a 12 month Maintenance Agreement one (1) week before the Master Agreement expires. The pricing for that Maintenance Agreement must remain firm for the 12 month term.
 - A customer enters into a 48 month lease one (1) year before the Master Agreement expires. The pricing for that lease (including the Equipment, the Maintenance Agreement, an MPS statement of work, etc.) must remain firm for the 48 month term, unless the customer terminates the lease sooner.

4.1.9 Awarded Vendor(s) shall maintain compliance with all requirements of the Master Agreement throughout the duration of the Contract.

4.1.10 Awarded Vendor(s) shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Awarded Vendor learning of such issues.

4.1.11 Awarded Vendor(s) and their Authorized Dealers shall be required to attend a webinar training which will be conducted by the Lead State within six (6) months of Master Agreement execution.

4.2 Independent Contractor

4.2.1 Awarded Vendor(s) shall perform duties arising out of this Solicitation as an Independent Contractor, and not as an employee. Neither the Awarded Vendor(s) nor any employee or Authorized Dealer of the Awarded Vendor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

- 4.2.2 The Awarded Vendor(s) acknowledge that the Awarded Vendor and its employees are not entitled to unemployment insurance benefits unless the Awarded Vendor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.
- 4.2.3 The Awarded Vendor(s) shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in the Master Agreement, Participating Addendum or an Order.

4.3 Dealers

- 4.3.1 Awarded Vendor(s) can engage Authorized Dealers to provide Products and/or Services.
- 4.3.2 In the event an Awarded Vendor elects to use Authorized Dealers in the performance of the specifications, the Awarded Vendor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
- 4.3.3 Authorized Dealers shall be expected to stay current with Awarded Vendor(s) Products, pricing, Master Agreement, and Participating Addendum requirements.
- 4.3.4 **Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.**
- 4.3.5 Awarded Vendor(s) shall send notice to the Lead State, utilizing **Exhibit H (Authorized Dealer Form)** and **Attachment D (Authorized Dealers by State)** within three (3) calendar days of engaging or removing a Dealer.
- 4.3.6 The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Awarded Vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.
- 4.3.7 If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

4.4 Product Offerings

- 4.4.1 **Group Segments.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3 B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4 B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment B&W only; Color and B&W	
Segment	A1 or D Size PPM*
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

4.4.2 Device Configurations. Devices must be equipped, at a minimum, with the following Accessories/capabilities:

a) Group A – MFD, A3

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segment 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

b) Group B – MFD, A4

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or great than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet capacity for Segments 5 and above.
- iv) Paper size capacity up to 8 1/2" x 14"; and
- v) Envelope adjustment capability.

c) Group C – Production Equipment

- i) New Power Filter;
- ii) Standard paper drawer(s);
- iii) Standard paper capacity;
- iv) Duplex; and
- v) Network connectivity.

d) Group D – Single-function Printers

- i) New Power Filter;
- ii) Must include an inkjet, light emitting diode (LED), or laser print engine;
- iii) Standard paper drawer(s);
- iv) Standard paper capacity; and
- v) Network connectivity.

e) Group E – Large/Wide Format Equipment

- i) New Power Filter;
- ii) Hard-Disk drive;
- iii) Network connectivity;
- iv) Touch screen control panel; and

- ~~v) Automatic Exposure — the exposure is adjusted automatically when copying from originals with different background shadings;~~
- ~~vi) Automatic Magnification — after detecting the correct size of each original document, the correct magnification (zoom) ratio is automatically calculated to fit the media size selected by the operator; and~~
- vii) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

f) Group F – Scanners

- i) New Power Filter;
- ii) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- iii) Automatic Document Feeder (ADF);
- iv) Letter or legal paper size capacity;
- v) Color depth of at least 24 bytes; and
- vi) Single pass duplex scan.

4.4.3 Device Standards. Devices must meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- d) If Awarded Vendor(s) Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches;
- g) Specifications must be published on the Awarded Vendor(s) website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc, or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and
- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Awarded Vendor(s) may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4.4.4 Device Exceptions

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;

- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Vendor(s) who are Awarded any Group, and must be priced based on the minimum discount offered in any Segment of any Awarded Group;
- d) Digital Duplicators may be offered by Vendor(s) who are Awarded Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate;
- e) Inkjet and Digital Presses may be offered by Vendor(s) who are Awarded Group C and must be priced based on the minimum discount offered in the Segment to which they belong;
- f) Roll-Fed Wide Format Printers may be offered by Vendor(s) who are Awarded Group E, and must be priced based on the minimum discount offered in any Segment of Group E.
- g) Vendor(s) who are Awarded Group E may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

4.4.5 Accessories

- a) Awarded Vendor(s) shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- b) Awarded Vendor(s) may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

4.4.6 Software

- a) May be provided by Awarded Vendor(s) to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- b) Awarded Vendor(s) may provide OEM and/or Third Party software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, unless otherwise stated in a Participating Addendum.

4.4.7 Consumable Supplies

- a) Awarded Vendor(s) may offer OEM Ink only and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- b) Awarded Vendor(s) may offer OEM **or compatible** consumable Supplies for Groups A, B, C, D and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, **unless they are start-up Supplies**. The Supplies that may be offered are:

- i) Toner;
 - ii) Staples;
 - iii) Ink;
 - iv) Print Cartridges;
 - v) Imaging Drums;
 - vi) Fuser Kits;
 - vii) Cleaning Kits;
 - viii) Transfer Kits;
 - ix) Waste Toner Bottles;
 - x) Fuser Oil;
 - xi) Ozone Filters;
 - xii) Ribbon;
 - xiii) Developer;
 - xiv) Rollers and Pads; and
 - xv) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.
 - d) Awarded Vendor(s) shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

4.4.8 Remanufactured/Refurbished Equipment

- a) Awarded Vendor(s) may offer Remanufactured **and/or** Refurbished Equipment under any Group they are Awarded.
- b) Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.**
- c) Equipment can be acquired via a purchase, lease or rental agreement.
- d) Awarded Vendor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- e) All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- f) Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement(s).
- g) Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- h) Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

4.4.9 Open Market Items

- a) Awarded Vendor(s) may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will **not** include:
 - i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax **machines units**;
 - iv) Overhead Projectors; and
 - v) Cameras.
- b) NSP items may only be acquired through the Awarded Vendor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s).
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d) NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be \$5,000, or as otherwise determined by the Participating State or Entity.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4.4.10 Emerging Technologies

- a) Upon approval from the Lead State, Awarded Vendor may add new, related technology to the resulting Master Agreement.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that an Awarded Vendor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of the RFP and resulting Master Agreement.
- d) Any new technology must be priced according to the minimum discount offered for any Product under the resulting Master Agreement(s). Please note: No discount or a 0% discount does not qualify as a “minimum” discount.

4.5 Service Offerings

4.5.1 Managed Print Services

- a) The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Equipment as owned by the Purchasing Entity. The Awarded Vendor(s) track how the Equipment fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b) In addition to the ongoing monitoring and management of a fleet of Devices, Awarded Vendor(s) must also offer project implementation Services, and customer help-desk support and training.

- c) Awarded Vendor(s) may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.
- d) MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e) All MPS engagements shall require the Awarded Vendor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Exhibit F (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.
- f) Any MPS engagement shall include the following:
 - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
 - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
 - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
 - iv) **End-user Support** (e.g. training; Help Desk); and
 - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g) The MPS engagement may include, but is not limited to, the following:
 - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
 - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
 - iii) **Change Management;**
 - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
 - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
 - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
 - vii) **Cartridge Recycling.**
- h) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Awarded Vendor(s) must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

- i) MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

4.5.2 Maintenance Agreements

a) Pricing

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- iv) Pricing for ALL Groups must also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but **excludes** Supplies.
- v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vi) Awarded Vendor(s) may increase their Service and Supply pricing to include staples (if applicable to the Device).
- vii) Awarded Vendor(s) may charge flat rate fees for Services performed on any Accessories.
- viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Awarded Vendor(s) and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- ix) **11"x17" impressions:**
 - 1) Shall be counted as two (2) clicks on Group A Devices; **and**
 - 2) May be counted as two (2) clicks on Group C Devices. ~~and~~
 - 3) ~~Must be billed as a separate line item on an invoice.~~
- x) Awarded Vendor(s) may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xi) A two-sided document shall be counted as two (2) clicks.
- xii) Awarded Vendor(s) must not charge for scans on any MFD.
- xiii) **Initial Term:**
 - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - 2) For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 24, 36, 48 months etc.).
 - 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 84 months on Group C Devices.
- xiv) **Renewal Term:**
 - 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under the new Master Agreement (RFP-NP-18-001), then the Awarded Vendor may negotiate new pricing. This pricing shall not exceed the new Master Agreement pricing.

- 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then **Subsection 4.5.2 (f)** shall apply.

b) Blended Rates

- i) Awarded Vendor(s) must have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Awarded Vendor(s) shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

c) Manual Meter Reads

- i) Awarded Vendor(s) must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Awarded Vendor(s) online portal, or through e-mail, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

d) Customer Owned Equipment

- i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
- iii) The Maintenance Agreement shall not be subject to automatic renewals.

e) Lease or Rental Equipment

- i) Awarded Vendor(s) shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.
- iii) The term of the Maintenance Agreement shall be equal to the term of the lease or rental agreement.

f) Legacy Equipment

- i) Upon request from the Purchasing Entity, Awarded Vendor(s) may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

- 3) The Maintenance Agreement adheres to the same requirements as outlined in 4.5.2(d) and 4.5.2(e).
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Awarded Vendor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to 4.5.2(f)(iv) below for additional information.
 - iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in the new Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
 - 1) The Group and Segment to which the Device is categorized; and
 - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in the new Master Agreement. *For example:*
 - A customer entered into a 60 month lease for a Group A, Segment 4 Device under Master Agreement (3091), and that lease expires in March 2021. Since by March 2021, the new Master Agreement will be in effect, renewal pricing will be subject to the new Master Agreement pricing. Therefore, if the customer now wants to enter into a 12 month Renewal Term, then the Service and Supply pricing will be based upon the pricing for Group A, Segment 4 for Newly Manufactured Equipment, and the Awarded Vendor will have the option to increase that pricing by 7%.
 - Using the same example as above, if the customer instead wants to enter into a 36 month Renewal Term, then the Service and Supply pricing may be increased by 7% for years 6 and 7, and then by 10% for year eight (8).

4.5.3 Service Requirements

- a) **Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Awarded Vendor(s). The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session **for each Device**, must be offered by Awarded Vendor(s) for all **non-desktop Products** ~~in~~ placed at each Purchasing Entity's location. **For drop-shipped or desktop Products, Awarded Vendors must offer an initial, one-hour, no charge, web-based, or on-line training session.**
 - 2) If Purchasing Entity elects to exercise the training option, then Awarded Vendor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

- 3) Awarded Vendor(s) may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 4) Awarded Vendor(s) must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 5) Awarded Vendor(s) shall provide Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
 - 6) Awarded Vendor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
 - 7) Awarded Vendor(s) shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.
- ii) **Preventative Maintenance.** Awarded Vendor(s) must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. **Preventative Maintenance shall not be a requirement on desktop Devices.**
- iii) **Equipment Performance**
- 1) Equipment Downtime shall be computed from the time the Awarded Vendor is notified of Equipment failure until the time in which the Equipment is fully operational.
 - 2) Equipment Downtime due to lack of consumable Supplies is not acceptable.
 - 3) Awarded Vendor(s) shall guarantee that **the fleet of all Devices for each Purchasing Entity** will be operational at least 96% of the time, during Normal Business Hours for Group A, Group B, Group C, and Group D.
 - 4) If any **fleet of Devices** fails to perform at the operation level specified in 4.5.3 (b)(iii)(3), then **Subsection 4.14.11** shall apply.
 - 5) Awarded Vendor(s) must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Awarded Vendor, then Awarded Vendor shall provide the Purchasing Entity with:
- ~~1) A new Device;~~
 - 2) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 3) At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Awarded Vendor, to accomplish the work of the Device that is inoperable.

v) Repair Parts

- 1) Awarded Vendor(s) shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- 3) Awarded Vendor(s) shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Service Zones

- 1) Unless otherwise specified in a Participating Addendum, Awarded Vendor(s) shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

- 2) Repair or replacement of parts and/or Devices shall occur within two (2) Business Days of Awarded Vendor arriving at Purchasing Entity's location, with the following exception:
 - If Awarded Vendor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 3) Awarded Vendor(s) may charge different rates according to each Service Zone.

vii) Service Logs

- 1) Awarded Vendors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

viii) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- 2) Awarded Vendor(s) may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Awarded Vendor(s) may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. The price shall be agreed upon in writing by Awarded Vendor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- 3) Awarded Vendor(s) may not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Awarded Vendor(s) must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Awarded Vendor(s) shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Awarded Vendor(s) to generate accurate invoices, Purchasing Entities shall provide meter reads within the Awarded Vendor(s) requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Awarded Vendor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) Failure on the Awarded Vendor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

d) Service Level Calculations

- i) At the discretion of the Participating State or Entity, Awarded Vendor(s) shall produce reports that can be measured against the required SLA components. Refer to **Subsection 4.5.3 (e)** for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

- e) **Reporting.** Awarded Vendor(s) shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.
 - i) The report shall include the following:
 - 1) Up-time percentage (%) per **fleet of Devices**;
 - 2) Number of Service Calls placed;
 - 3) Response Time per Device;
 - 4) Dates that Preventative Maintenance was performed, **if applicable**;
 - 5) Hours of end-user training performed; and
 - 6) Estimated end of Useful Life per Device, based on current usage.
 - ii) The report may include, but not be limited to, the following:
 - 1) Location of Devices;
 - 2) Click usage per Device; and
 - 3) EPEAT certification level of each Device.

4.5.4 Software Subscriptions

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.**
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Awarded Vendor(s) may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals.
- f) Awarded Vendor(s) shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Awarded Vendor(s) shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

4.6 Purchase, Lease, and Rental Programs

4.6.1 Awarded Vendor(s) may offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	
Short-Term Rental	12 and 18 months

4.6.2 All Products on Awarded Vendor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

4.6.3 Awarded Vendor(s) may also offer 72 and 84 month lease and rental rates for Group C Devices only.

4.6.4 Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Awarded Vendors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase, lease or rental Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Awarded Vendor, and shall not include any disposal or shipping fees.

4.6.5 Lease and Rental Rates

- a) ~~Awarded Vendor(s) may elect to include property tax in their Lease and rental rates, or they may bill the Purchasing Entity separately for~~ ~~must not include~~ property tax.
- b) Once a Purchasing Entity enters into a lease or rental agreement, the rate must remain fixed throughout the Initial Lease or Rental Term.
- c) Equipment Payments for Renewal Terms must never exceed Master Agreement pricing.
- d) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e) Awarded Vendor(s) may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f) Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Equipment Payment. Proposed rates must include the following information:
 - i) The Daily Treasury Yield Curve Rate;
 - ii) The date used for the Daily Treasury Yield Curve Rate;
 - iii) The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
 - iv) The methodology for determining the 48 month base rate since there is not a published Daily Treasury Yield Curve Rate for 4 years.
- ~~g) Awarded Vendor(s) shall update the lease and rental rates according to the same schedule and process as outlined in **Subsection 1.10**.~~
- h) Offeror's are not required to submit rental rates for Short-term and Cancellable Rentals, but doing so is encouraged, as it would provide greater options for Participating States or Entities with varying needs.
- i) Awarded Vendor's must offer Cotermious lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Cotermious lease and rental rates must adhere to the following methodology: *For example:*
 - A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Awarded Vendor(s) should divide the 36 month **cumulative** Equipment Payment by 24 months to

arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Equipment Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.

4.6.6 Leasing and Rental Overview

- a) All lease and rental programs shall remain with the Awarded Vendor(s) or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of an Awarded Vendor(s). In addition, Awarded Vendor(s) and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Awarded Vendor or Authorized Dealer, and all contractual obligations will still be the responsibility of the Awarded Vendor.
- b) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c) A Purchasing Entity that leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this RFP and subsequent Master Agreement(s), and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Awarded Vendors Supplemental Documents, which shall be attached to the resulting Master Agreement(s) as an exhibit(s).
- d) Lease and rental agreements shall not be subject to automatic renewals.
- e) In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
- f) A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum.
- g) With the exception of a Capital Lease arrangement, **or unless exercising the purchase option on an FMV Lease**, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Awarded Vendor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- h) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- i) Equipment returns must be performed within thirty (30) calendar days after the Awarded Vendor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- j) Purchasing Entities shall not be charged for Equipment pickups or returns.
- k) The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Awarded Vendor(s), shall have a maximum term of 84 months.
- l) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.

m) All Renewal Terms shall be billed on a monthly basis.

4.6.7 Leasing and Rental Options

a) FMV Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Awarded Vendor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C only, if provided by the Awarded Vendor(s).
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - 3) Return the Equipment to the Awarded Vendor, or have the Awarded Vendor pick the Equipment up.

b) Capital Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Awarded Vendor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C only, if provided by the Awarded Vendor(s).
- ii) Upon the expiration of the Initial Lease Term, the Awarded Vendor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

c) Straight Lease

- i) A Purchasing Entity may have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Awarded Vendor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C only, if provided by the Awarded Vendor(s).
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Awarded Vendor, or have the Awarded Vendor pick the Equipment up.

d) Cancellable Rental

- i) A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Awarded Vendor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C only, if provided by the Awarded Vendor(s).

- ii) A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Awarded Vendor with a thirty (30) day prior written notice.
- iii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Awarded Vendor, or have the Awarded Vendor pick the Equipment up.

e) Short-Term Rental

- i) A Purchasing Entity may have the option to enter into an Initial Rental Term of 12 or 18 months, based upon the Awarded Vendor's available options, and at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Rental Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Awarded Vendor, or have the Awarded Vendor pick the Equipment up.

4.6.8 Leasing and Rental Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i) The Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
- ii) Awarded Vendor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - 1) Any acquisition or return options, based on the type of lease or rental agreement;
 - 2) Any renewal options, if applicable; and/or
 - 3) Hard drive removal and surrender cost, if applicable.
- iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Awarded Vendor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Awarded Vendor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating Addendum.
- iv) If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Awarded Vendor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

- b) Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Awarded Vendor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- c) Buyout to Keep Option.** A Purchasing Entity must notify the Awarded Vendor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.
- d) Buyout to Return Option.** A Purchasing Entity must notify the Awarded Vendor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, Capital or Straight Lease, and return the Equipment to the Awarded Vendor in good working condition (ordinary wear and tear excepted).
- e) Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Awarded Vendor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f) Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Awarded Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- g) Assignment**

 - i)** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Awarded Vendor's prior written consent (which consent shall not be unreasonably withheld).
 - ii)** Purchasing Entity agrees that Awarded Vendor may not sell or assign any portion of Awarded Vendor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Awarded Vendor assigns to them, but none of Awarded Vendor's obligations (Awarded Vendor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Awarded Vendor.
 - iii)** No assignment to an Assignee will release Awarded Vendor from any obligations Awarded Vendor may have to Purchasing Entity.
- h) Early Termination Charges**

 - i)** Except in the case of Non-appropriation of funds, FMV, Capital, Straight Leases and Short-term Rentals shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Awarded Vendor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with

respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

- ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- i) **Default.** Each of the following is a “default” under these lease and rental terms:
- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days of its due date;
 - ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days after Awarded Vendor has notified Purchasing Entity;
 - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or
 - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.
- j) **Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Awarded Vendor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following:
- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Awarded Vendor has entered into with Purchasing Entity;
 - ii) Require Purchasing Entity to immediately pay to Awarded Vendor, as compensation for loss of Awarded Vendor’s bargain and not as a penalty, a sum equal to:
 - 1) All past due payments and all other amounts payable under the lease or rental agreement;
 - 2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - 3) Require Purchasing Entity to deliver the Product to Awarded Vendor per mutual arrangements.

4.7 Customer Service

- 4.7.1 **Key Personnel.** Awarded Vendor(s) shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement(s) and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Awarded Vendor(s) shall provide a single point of contact for the following:

- a) **Master Agreement Contract Administrator** – shall be the Lead State’s primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;
- b) **NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
- c) **Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
- d) **National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Awarded Vendor’s operations, as well as strategic planning of the Service department.

4.7.2 Awarded Vendor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.

4.7.3 Awarded Vendor must provide full Service and support for Products during Normal Business Hours.

4.7.4 Awarded Vendor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

4.7.5 Awarded Vendor(s) may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

4.7.6 Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

4.8 Equipment Demonstration Requirements

4.8.1 Awarded Vendor(s) must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.

4.8.2 Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

4.8.3 At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
- b) The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
- c) The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

- d) The Purchasing Entity and the Awarded Vendor indicate on the Order that the Device is a showroom model.

4.8.4 Any trial or demonstration period shall not exceed thirty (30) calendar days.

4.9 Ordering and Invoicing Specifications

4.9.1 The Product invoice shall contain, at a minimum:

- a) Name of Purchasing Entity;
- b) The name, phone number, and address of Purchasing Entity representative;
- c) Order date;
- d) Description of the Product and/or Service ordered;
- e) Model number;
- f) Serial number;
- g) Price;
- h) The Master Agreement number; and
- i) Any additional information required by the Participating State or Entity.

4.9.2 Awarded Vendor(s) shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

4.9.3 At the discretion of the Participating State or Entity, Awarded Vendor(s) shall have the ability to provide a centralized billing option.

4.9.4 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

4.9.5 Awarded Vendor(s) and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Subsection 4.12**.

4.9.6 Awarded Vendor(s) and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.

4.9.7 Awarded Vendor(s) and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

4.9.8 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

4.9.9 Awarded Vendor(s) and/or Authorized Dealers ~~may shall~~ bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

4.9.10 Awarded Vendor(s) and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Awarded Vendor(s) and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

4.9.11 Internet-based Portal and Electronic Catalogs. If Awarded Vendor(s) provide the ability to place an Order through an internet-based portal or electronic catalog, then Awarded Vendor(s) shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Awarded Vendor(s) shall adhere to the following requirements:

- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
- b) All Environmentally Preferable Products (EPP) shall be clearly listed;
- c) If the Awarded Vendor(s) electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Awarded Vendor(s) shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
- d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and
- e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.

4.9.12 Forced Substitutions are not allowed. If an ordered Product is out-of-stock, Awarded Vendor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Awarded Vendor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Awarded Vendor's Master Agreement Price List.

4.10 Delivery Requirements

- 4.10.1** All deliveries must be FOB Destination; freight prepaid by the Awarded Vendor, to the Purchasing Entity's specified location, unless specified otherwise in a Participating Addendum.
- 4.10.2** Responsibility and liability for loss or damage for all Orders will remain with the Awarded Vendor until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.
- 4.10.3** Equipment shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
- 4.10.4** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.10.5** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.10.6** It shall be the responsibility of the Awarded Vendor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.10.7** The Purchasing Entity shall not be responsible for any additional charges, should the Awarded Vendor fail to observe specific delivery days and receiving hours.
- 4.10.8** The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

- 4.10.9** All deliveries, **with the exception of drop-shipped or desktop Products**, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Awarded Vendor. If damage does occur, it is the responsibility of the Awarded Vendor to immediately notify the Purchasing Entity placing the Order.
- 4.10.10** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.10.11** Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

4.11 Equipment Installation Requirements

- 4.11.1** Prior to Order acceptance, Awarded Vendor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
- a)** Air conditioning;
 - b)** Electrical;
 - c)** Special grounding;
 - d)** Cabling;
 - e)** Space;
 - f)** Humidity and temperature limits; and
 - g)** Other considerations critical to the installation.
- 4.11.2** The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 4.11.3** Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.11.4** If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.11.5** Awarded Vendor(s) may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Awarded Vendor or Authorized Dealer.
- 4.11.6** Awarded Vendor(s) or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows **warranty period by dates, and** the name, address, and telephone number of Awarded Vendor or Authorized Dealer responsible for warranty Service of the Equipment.

4.11.7 Awarded Vendor(s) shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.12 Inspection and Acceptance

4.12.1 Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit G (D&A Certificate)**, which shows Acceptance of the Product(s) and allows Awarded Vendor to invoice for the Products(s).

4.12.2 Purchasing Entity agrees to sign and return the D&A to Awarded Vendor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.

4.12.3 Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Awarded Vendor of liability for material (nonconformity that substantially impairs value), or latent or hidden defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Awarded Vendor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.

4.12.4 Awarded Vendor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

- a) Purchasing Entity up-front purchase of the Device;
- b) Purchasing Entity exercising the purchase option at the end of an FMV Lease;
- c) Upon expiration of a Purchasing Entity's Capital Lease; or
- d) Purchasing Entity has secured Third Party financing and payment is being made directly to the Awarded Vendor by the Purchasing Entity.

4.13 Security Requirements

4.13.1 Network and Data Security

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Awarded Vendor(s) prior to Order placement.
- b) Awarded Vendor(s) will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Awarded Vendor(s) shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

4.13.2 Sensitive Information. Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

4.13.3 Data Breach. Awarded Vendor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in **Exhibit E (NIST Computer Security Incident Handling Guide)** and includes, at a minimum, breach detection, breach notification, and breach response.

4.13.4 Authentication and Access

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

4.13.5 Hard Drive Removal and Surrender

- a) Devices must undergo a Department of Defense (DoD) three-pass minimum level erasure of hard drive at the end of Useful Life, or when any hard drive leaves the Purchasing Entity's possession; or
- b) At the Participating State or Entity's discretion, Awarded Vendor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- c) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Awarded Vendor(s) may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Awarded Vendor(s) must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- d) If the hard drive is not removable, or the Device does not contain a hard drive, then Awarded Vendor(s) must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, 4.13.5 (a) shall apply.
- e) If an Awarded Vendor is removing another Manufacturer's Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Awarded Vendor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met.

4.14 Warranty Requirements

4.14.1 The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment.

4.14.2 Devices that are sold under the resulting Master Agreement(s) will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

- 4.14.3** Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 4.14.4** If defects are identified, Awarded Vendors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 4.14.5** Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 4.14.6** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.14.7** Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in 4.14.1. Significant failure shall be determined by the Participating State.
- 4.14.8** Awarded Vendor(s) warranty obligations shall not apply if:
- a)** The Product is installed, wired, modified, altered, or serviced by anyone other than Awarded Vendor and/or their Authorized Dealer;
 - b)** If a defective or non-Awarded Vendor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - c)** The Device is relocated to any place where Awarded Vendor Services are not available.
- 4.14.9** Awarded Vendor(s) agree to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.14.10** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Awarded Vendor(s).
- 4.14.11 Lemon Clause**
- a)** This clause shall apply to all Devices that are purchased, leased, or rented under the Awarded Vendor(s) Master Agreement(s).
 - b)** This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Awarded Vendor(s).
 - c)** The application period is thirty-six (36) months from the date of Acceptance.
 - d)** This clause shall take precedence over any other warranty or Services clauses associated with the Awarded Vendor(s) Master Agreement(s), or as specified by a Participating State or Entity in their Participating Addendum.
 - e)** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
 - f)** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

SECTION 5: Proposal Submission Instructions

5.1 Overview and General Requirements

- 5.1.1** It is the Offeror's responsibility to deliver its Proposal on or before the RFP's closing date and time indicated in **Subsection 1.3, Schedule of Events**, or otherwise modified on Colorado VSS, regardless of the delivery method used. Late Proposals will not be accepted.
- 5.1.2** Offerors are cautioned that daily mail may not be received prior to 1:00 p.m.; therefore, if the Proposal is not hand delivered, Offeror is to ensure Proposal is received by mail or delivery service the prior day.
- 5.1.3** Offeror must segregate the Administrative Documents, Executive Information, Scope of Work Technical Response, MPS Technical Response (if applicable), Cost Response, Supplemental Documents, Technical Response Exhibits, and Confidential Information (if applicable), of its Proposal, into sections containing tabs that clearly identify each component of that section.
- 5.1.4** Offerors should submit their Proposal broken out into the seven (7) required sections, or eight (8) sections, if confidential information is included.
- 5.1.5** Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.
- 5.1.6** If discrepancies are found between the "Master" hard-copy of the Proposal and the electronic copy, the contents of the hard-copy shall be deemed the official Proposal submission.
- 5.1.7** Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 5.1.8** The Lead State, in its continuing efforts to reduce solid waste and further recycling efforts, requests that Proposals, to the extent possible and practical:
- a)** Be submitted on recycled paper;
 - b)** Not include pages of unnecessary advertising; and
 - c)** Be contained in re-usable binders or binder clips, as opposed to spiral or glued bindings.
- 5.1.9** Proposals must not be submitted for anything that has not been specified in the RFP.
- 5.1.10** Faxed, emailed, and telephoned Proposals are not acceptable.

5.2 Sealed Proposal Submission

5.2.1 Hard Copy Submission

- a)** One (1) original copy of Proposal (marked as "**Master**") must be received in hardcopy, with all Attachments, **no later than Thursday, January 17, 2019, 1:00 p.m. (MDT)** at the following address:

Department of Personnel & Administration
c/o State Purchasing & Contracts Office
Attn: Nikki Pollack
1525 Sherman Street, 3rd Floor
Denver, CO 80203

The sealed Proposal package/box must be labeled with the following information:

Offeror Name, RFP-NP-18-001, January 17, 2019, 1:00 p.m. (MDT)

- b) One (1) USB flash drive, DVD or a CD marked “**Master**” must be included in the sealed Proposal package/box which contains the following folders, each with their respective information:
- Folder 1: Administrative Documents** – PDF or Word copies of the Proposal Checklist (Attachment A), Response Sheet (Attachment B), Colorado SOS Certificate of Good Standing, W-9 (Attachment C), Contractor Kick-Off Meeting Affirmation (Attachment I), and the Master Agreement Affirmation (Attachment J).
- Folder 2: Executive Information** – PDF or Word copies of the Proposal Summary, Organization and Structure Overview, and the eMarket Center Compliance, and the Excel file for the Authorized Dealers by State (Attachment D) Workbook.
- Folder 3: Scope of Work Technical Response** – PDF or Word copies of the Key Personnel (Attachment K), the three (3) Company Experience and Demonstrated Capability Fact Sheets (Attachment H), and the Scope of Work Response (Attachment F).
- Folder 4: MPS Technical Response** (if applicable) – A PDF or Word copy of the MPS Response (Attachment G).
- Note: If you are not submitting a response for MPS, then you do NOT need to create a folder for this. Simply skip from folder 3 to folder 5.*
- Folder 5: Cost Response** – Excel files for Group A, B, C, D, E and/or F Price Lists (Attachment E), and an Excel file for the MPS Price List (Attachment E), for both the required pricing and the optional pricing (if applicable).
- Folder 6: Supplemental Documents** – Word or Excel only versions of all Supplemental Documents (these must be the same documents submitted with your hard-copy response).
- Folder 7: Technical Response Exhibits** – Word, Excel or PDF copies of the documents required in Attachment F (Scope of Work Response).
- Folder 8: Confidential Information** (if applicable) – A PDF or Word copy of all confidential and/or proprietary information.
- c) One (1) USB flash drive, DVD or a CD marked “**Public Records**” must also be included in the sealed Proposal package/box and needs to contain the same folders and information referenced in Subsection 5.2.1(b), with the exception of Folder 8, Confidential Information.
- d) If Offeror’s Proposal does not contain any confidential information, then Offeror shall only submit one (1) USB flash drive, DVD or CD, labeled “**Master and Public Records**” which contains Folders 1 through 7 as referenced in Subsection 5.2.1(b).

5.3 Response Format

Offeror’s “Master” response shall consist of the following:

5.3.1 Section 1: Administrative Documents

Subsection 1.1: Proposal Checklist (Attachment A)

Subsection 1.2: Response Sheet (Attachment B)

Information on this sheet must be filled out in its entirety by Offeror. Offeror Response Sheet must be signed by an officer who is legally authorized to bind the Offeror to the Proposal. Electronic signatures will not be accepted.

Subsection 1.3: Colorado Secretary of State Certificate of Good Standing

The Certificate of Good Standing must be current, and can be obtained at:

<http://www.sos.state.co.us/pubs/business/businessHome.html>

Subsection 1.4: W-9 Request for Taxpayer Identification Number and Certification (Attachment C)

Subsection 1.5: Contractor Kick-Off Meeting Affirmation (Attachment I)

Subsection 1.6: Master Agreement Affirmation (Attachment J)

5.3.2 Section 2: Executive Information

Subsection 2.1: Proposal Summary

Offeror must highlight the major features* of their Proposal. The Lead State should be able to determine the essence of the Proposal by reading the Proposal Summary. The Proposal Summary must adhere to the following:

- 1) Summary shall be on Offeror letterhead;
- 2) Summary shall not exceed four (4) pages; and
- 3) Summary shall be formatted as follows: Times New Roman font, 12 pt, single spaced, 1" margins.

**Major features may include Groups offered, warranty programs, recycling efforts, MPS offerings etc.*

Subsection 2.2: Organization and Structure Overview

Offeror must provide an overview of its organizational operating structure and describe the relationships among the business units of its organization, as they relate to their Proposal and the stated needs and requirements in the RFP. Offeror should also include the names, addresses and FEINs of any subsidiaries, as applicable. Organizational charts are helpful supplements to the descriptions. The Organization and Structure Overview must adhere to the following:

- 1) Summary shall be on Offeror letterhead;
- 2) Summary shall not exceed four (4) pages (including charts); and
- 3) Summary shall be formatted as follows: Times New Roman font, 12 pt, single spaced, 1" margins.

Subsection 2.3: eMarket Center Compliance (Attachment L)

Subsection 2.4: Authorized Dealers by State (Attachment D)

- 1) Offeror must provide a preliminary list of all of their Dealers that are located in each state. If Offeror does not have Dealer representation in a particular state, then leave that state's tab blank.

- 2) Offeror is required to include the name of the Dealer, their address, the primary contact for that Dealer, and that contact's phone number and email address. The FEIN, Dealer website and Areas covered are optional.
- 3) On the Excel tab marked "All States," Offeror must put an "x" next to each state they provided Dealer information for, and indicate how many Dealers service that state. If there isn't representation in that state, leave Columns B and C blank.
- 4) Offeror must print a copy of the "All States" tab and include it in this section of their hard copy Proposal. *Please note that it is not necessary to print each of the states' tabs.*

5.3.3 Section 3: Scope of Work Technical Response

Subsection 3.1: Key Personnel (Attachment K)

Per **Subsection 4.7.1**, Offeror must provide the required information for the four Key Personnel listed. Offerors are encouraged to provide as much detail as possible, specifically as it relates to the work they will be performing under the resulting Master Agreement and Participating Addenda. In addition, Offeror must indicate what percent of time (based on a standard 40 hour work week) that each Key Personnel will designate to this cooperative effort.

Subsection 2.2: Company Experience and Demonstrated Capability Fact Sheet (Attachment H)

Offeror must submit three (3) Fact Sheets for three (3) different customer engagements. These engagements may include a bulk order placement, a complex leasing arrangement, an escalated customer issue, etc. Do NOT include any MPS engagements. The purpose of these Fact Sheets is to determine Offeror's capabilities in servicing a national contract with varying needs, and the resolution process in place to handle more complicated or difficult situations.

Subsection 3.2: Scope of Work Response (Attachment F)

5.3.4 Section 4: MPS Technical Response

MPS Response (Attachment G)

Please note: If Offeror is not submitting a response for MPS, you must still include Section 4 in your Proposal packet, but simply label it as "No Response." *For Example:*

Section 4: MPS Technical Response – No Response (Title Page)

You do NOT need to include a blank copy of Attachment G.

5.3.5 Section 5: Cost Response (Attachment E)

Subsection 5.1: Group A Price List

Subsection 5.2: Group B Price List

Subsection 5.3: Group C Price List

Subsection 5.4: Group D Price List

Subsection 5.5: Group E Price List

Subsection 5.6: Group F Price List

Subsection 5.7 MPS Price List(s) - Required MPS Pricing and Optional MPS Pricing (if applicable)

Offeror must complete each Group Price List that they are submitting a response for, per the following guidelines (detailed instructions are provided on the 1st tab of each Group Workbook):

- 1) Offeror must submit pricing for **all** Newly Manufactured Equipment that they offer in each Segment. The same model may not be proposed in different Segments of either the same or different Groups. In addition, the same model may not be listed under B&W and then again under Color and B&W in the same Segment.
- 2) Any Group Price Lists that the Offeror does not submit a response for will not be considered for Award.
- 3) All pricing must be FOB Destination, Freight Prepaid and Allowed.
- 4) Offeror must print a copy of each of the following Group Price List tabs:
 - MSRP List Price
 - Discount from MSRP
 - Service-Supplies Pricing
 - Lease and Rental Rates
 - Consumable Supply Pricing
- 5) If Offeror is not submitting a response for a particular Group or MPS, then label the Subsections seriatim. *For example:*

- Offeror only wants to submit a response for Group D and Group F. Section 5 of the Proposal would be structured as follows:

Section 5: Cost Response (Title Page)

Subsection 5.1: Group D Price List:

- Printout of MSRP List Price
- Printout of Discount from MSRP
- Printout of Service-Supplies Pricing
- Printout of Lease and Rental Rates
- Printout of Consumable Supply Pricing

Subsection 5.2: Group F Price List:

- Printout of MSRP List Price
- Printout of Discount from MSRP
- Printout of Service-Supplies Pricing
- Printout of Lease and Rental Rates
- Printout of Consumable Supply Pricing

5.3.6 Section 6: Supplemental Documents

Offeror must include all documents (i.e. FMV Lease, \$1 Buyout Lease, Straight Lease, Short-Term Rental, Cancellable Rental, Maintenance Agreements, software agreements, click wrap agreements, MPS statement of work templates, SLA's etc.) that they intend to provide to Purchasing Entities. These documents must be modified to align with the required terms and conditions in **Section 4 (Statement of Work)**.

5.3.7 Section 7: Technical Response Exhibits

Per Part II of Attachment F (Scope of Work Response), Offeror must provide copies of the documents requested in Questions 1(e), 3(b), 3(c), and 7(a).

5.3.8 Section 8: Confidential Information

In accordance with **Subsection 3.7, Confidential or Proprietary Information**, Offeror must segregate any confidential or proprietary information (if applicable) and include it in this section. If the Proposal does not contain any confidential information, then Offeror does not need to include Section 8 in their Proposal submission.

SECTION 6: Evaluation and Award Selection Process

6.1 Evaluation Process

6.1.1 This will be a multiple Award RFP.

6.1.2 To be considered responsive, an Offeror must submit a Proposal for at least one Segment within one Group. However, Offeror's are also required to submit their full line of Newly Manufactured Equipment for each Group they are responding to. In other words, if an Offeror has three (3) Newly Manufactured Devices that fall into Segment 3 of Group A, then they must list all three (3) Devices, as opposed to just one (1) Device. Refer to the instructions on each of the **Group Price Lists (Attachment E)** for additional requirements.

6.1.3 A comprehensive, fair and impartial Evaluation of each Proposal received will be conducted in accordance with the State Procurement Code (§24-103-203, C.R.S.) and the related Lead State Procurement Rules. The Evaluation committee will judge the merits of the Proposals received in accordance with the Evaluation criteria stated in the RFP. The sole objective of the Evaluation committee is to recommend the Offeror(s) who's Proposal(s) is/are most advantageous to the Participating State and/or Entity, and NASPO ValuePoint's needs, cost and other factors duly considered.

6.2 Evaluation Factors

6.2.1 The Evaluation will be Two-part:

a) Part-One (Required): Products and Scope of Work

1) Cost Evaluation (40% weight):

- A sampling of Devices based on pre-determined configurations in pre-selected Segments of each Group;
- A Total Cost of Ownership (TCO) analysis for two (2) different Base Units within pre-selected Segments of each Group;
- A Total Monthly Payment comparison for a 36 month FMV and a 36 month \$1 Buyout Lease, using a zero base per click fee, based on pre-determined configurations in pre-selected Segments.

2) Scope of Work Technical Evaluation (60% weight):

- Ability to meet the Scope of Work requirements
- Key Personnel experience
- Company experience
- Dealer training and management
- Equipment and software management
- Performance standards
- End-user training

- Customer service
- Invoicing and ordering
- Security standards
- Warranties

b) Part-Two (Optional): Managed Print Services

1) Cost Evaluation (40% weight):

- MPS pricing

2) MPS Technical Evaluation (60% weight):

- Managed Print Services experience
- Identification of customer needs, including cost savings
- Implementation strategies and communication
- End-user training approach
- Organizational efficiency and emerging technologies
- Reporting capabilities and business reviews

6.3 Award Methodology

- 6.3.1** Award of a Group(s), and a subsequent Master Agreement(s) will be based on the Part-One Evaluation. Award of MPS will then be based on the Part-Two Evaluation.
- 6.3.2** An Offeror must be awarded at least one (1) Group in order to be eligible to provide MPS. Refer to **Subsection 4.1.7** for additional information regarding the criteria for providing MPS within each Group.
- 6.3.3** An Award of a Group is not a guarantee of an Award of MPS; Likewise, MPS cannot be awarded without the Award of a Group.
- 6.3.4** If an Offeror does not provide MPS, then they do not need to submit a Proposal for Part-Two.
- 6.3.5** The Proposal(s) identified as most advantageous will be awarded a Contract. A “Decision Memorandum” will document the basis for the Award decision. The Lead State will post the “Notice of Intent to Award” on Colorado VSS, and the “Decision Memorandum” will be sent via email to all eligible Offeror’s that submitted a Proposal.
- 6.3.6** The Lead State, in its sole discretion, reserves the right to waive minor irregularities in the Proposal, which include but are not limited to, corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive Proposal rewrite.
- 6.3.7** The Lead State reserves the right to make Awards based on initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals. Only those Offerors who are likely to receive an Award will conduct discussions with the Lead State for the purpose of promoting understanding of the Offeror’s Proposal, and to clarify requirements, including, but not limited to, best and final offer (BAFO). Clarifications or BAFO’s to Proposals, if permitted, shall be requested in writing from Offerors and responses by the Offeror submitted in writing by a specific deadline identified in the Lead State’s request for information.
- 6.3.8** The Offeror is responsible to provide requested information. Proposals shall be evaluated based on the merits of the information received.

- 6.3.9** The Lead State reserves the right to request further details, including formulations, to clarify specifications, and such will be identified as confidential and used for Evaluation purposes only.
- 6.3.10** The apparent successful Offeror(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the Lead State in making its determination of Offeror responsibility in accordance with Section 24-103-401, C.R.S. Such audited financial statements shall have been reviewed by a certified public accountant, a Third Party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business; and such documents are provided by Offeror to the Lead State at no cost to the Lead State.

6.4 Notice of Intent to Award

After Award is made, Offeror's Proposal, excluding any confidential or proprietary information, will be available from the Lead State following issuance of a "Notice of Intent to Award".

6.5 Protested Solicitations and Awards

- 6.5.1** In accordance with Article 109 of the Colorado Procurement Code, any aggrieved party in connection with the RFP or Award of a Master Agreement may protest to: State of Colorado, State Purchasing & Contracts Office, Attn: John Chapman, 1525 Sherman Street, Third Floor, Denver, CO 80203. The protest shall be submitted in writing within ten (10) Business Days after such aggrieved party knows or should have known of the facts giving rise to the protest.
- 6.5.2** C.R.S Title 24, Article 109, Section 505, Costs, in part, states that when a protest is sustained and the aggrieved party should have been, but was not awarded the contract under the Solicitation, the aggrieved party shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. Reasonable costs shall not include attorney fees. No other costs shall be permitted.

6.6 Post Award Formalization of the Master Agreement

The Lead State reserves the right during negotiation of the Master Agreement(s) to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating State or Entity, with materiality defined in terms of the effect on the Evaluation and Award. In any event, the Lead State reserves the right to accept terms and conditions or pricing changes that are more favorable to the Lead State.

Exhibit A – Participating States
RFP-NP-18-001
Copiers and Managed Print Services

Alaska
California
Colorado
Connecticut
Illinois
Iowa
Montana
Nevada
North Dakota
Oregon
Rhode Island
South Dakota
Utah
Washington

Exhibit B – 2017 Participating States Sales Volumes

**RFP-NP-18-001
Copiers and Managed Print Services**

State	Volume
AK	\$ 2,290,872
CA	\$ 4,000,000
CO	\$ 9,337,863
CT	Unknown
IA	\$4,080,854
IL	Unknown
MT	\$ 1,900,000
ND	\$ 1,499,792
NV	\$ 6,636,499
OR	\$4,133,650
RI	\$ 2,666,415
SD	\$ 200,000
UT	\$ 9,838,773
WA	\$ 23,680,626
TOTAL	\$70,265,344

Exhibit C – NASPO ValuePoint Master Agreement Terms and Conditions

**RFP-NP-18-001
Copiers and Managed Print Services**

(Revised version posted as a separate attachment in VSS)

Exhibit D – Participating States Terms and Conditions

**RFP-NP-18-001
Copiers and Managed Print Services**

(Posted as a separate attachment in VSS)

Exhibit E – NIST Computer Security Incident Handling Guide

**RFP-NP-18-001
Copiers and Managed Print Services**

(Posted as a separate attachment in VSS)

Exhibit F – MPS Statement of Work
RFP-NP-18-001
Copiers and Managed Print Services

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # _____		[Imbed document here]	
Participating Addendum # _____		[Imbed document here]	
Contractor's Print Assessment		[Imbed document here]	

Statement of Work, at a minimum, must include the following elements:

- 1. Introduction:**
Describe your current environment. What is your inventory, including owned, rented, or leased Devices
- 2. Scope:**
Include Project scope (i.e. single-function, multi-function printers etc.) and software
- 3. Out of Scope:**
This Project does not cover the following functions or deliverables:
- 4. Objective:**
The main objective of this project is:
System and procedures will be set up to allow:
- 5. Location:**
Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Data Breach

Describe any data breach requirements

9. Equipment Guarantees

*Describe downtime, on-site service, response time etc. (**Note:** this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

10. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

11. Implementation:

Deliverables:

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

12. Contractor Staff and Support

Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager

End-User Representative

System Administrator

Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ (“Contractor”), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____ day of _____, 2____.

Initial term of this Agreement is _____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	

Exhibit G – D&A Certificate
RFP-NP-18-001
Copiers and Managed Print Services

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM
NO.
WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

Exhibit H – Authorized Dealer Form
RFP-NP-18-001
Copiers and Managed Print Services

Manufacturer Name: _____

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
 (Contractor Representative)

Signed: _____ Date: _____
 (Authorized Dealer Representative)

 (Print First and Last Name of Authorized Dealer Representative)

Exhibit I – NASPO ValuePoint Detailed Sales Reporting Template

**RFP-NP-18-001
Copiers and Managed Print Services**

(Posted as a separate attachment in VSS)

Exhibit J – State of Colorado Environmentally Preferable Purchasing Policy

**RFP-NP-18-001
Copiers and Managed Print Services**

(Posted as a separate attachment in VSS)

Attachment A – Proposal Checklist

RFP-NP-18-001 Copiers and Managed Print Services

HARD COPY SUBMISSION		
Section 1: Administrative Documents		Completed (indicate with √ or “N/A”)
Section 1.1	Proposal Checklist (Attachment A)	
Section 1.2	Response Sheet (Attachment B)	
Section 1.3	Colorado Secretary of State Certificate of Good Standing	
Section 1.4	W-9 Request for Taxpayer Identification Number and Certification (Attachment C)	
Section 1.5	Contractor Kick-Off Meeting Affirmation (Attachment I)	
Section 1.6	Master Agreement Affirmation (Attachment J)	
Section 2: Executive Information		
Section 2.1	Proposal Summary	
Section 2.2	Organization and Structure Overview	
Section 2.3	eMarket Center Compliance (Attachment L)	
Section 2.4	Printed copy of the completed “All States” tab from the Authorized Dealers by State (Attachment D) Workbook	
Section 3: Scope of Work Technical Response		
Section 3.1	Key Personnel (Attachment K)	
Section 3.2	Company Experience and Demonstrated Capability Fact Sheets (Attachment H)	
Section 3.3	Scope of Work Response (Attachment F)	
Section 4: MPS Technical Response (Attachment G)		
Section 5: Cost Response (Attachment E)		
Section 5.1	Group A Price List (printed copies of each tab)	
Section 5.2	Group B Price List (printed copies of each tab)	
Section 5.3	Group C Price List (printed copies of each tab)	
Section 5.4	Group D Price List (printed copies of each tab)	
Section 5.5	Group E Price List (printed copies of each tab)	
Section 5.6	Group F Price List (printed copies of each tab)	
Section 5.7	MPS Price List (printed copy of the required pricing, and if applicable, printed copy of the optional pricing).	
Section 6: Supplemental Documents		
Section 7: Technical Response Exhibits		
Section 8: Confidential Information		
USB FLASH DRIVE, DVD OR CD SUBMISSION		
“Master”	Contains Folders (and associated information) 1, 2, 3, 4 (if applicable), 5, 6, 7 and 8	
“Public Records”	Contains Folders (and associated information) 1, 2, 3, 4 (if applicable), 5, 6 and 7	
“Master and Public Records”	Contains Folders (and associated information) 1, 2, 3, 4 (if applicable), 5, 6 and 7	
Note: Offeror will either submit:		
1. One “Master” USB flash drive, DVD or CD, and one “Public Records” USB flash drive, DVD or CD, OR		
2. One “Master and Public Records” USB flash drive, DVD or CD		

Attachment B – Response Sheet
RFP-NP-18-001
Copiers and Managed Print Services

INSTRUCTIONS:

Offeror to complete this Response Sheet, sign in **BLUE INK**, and submit with Proposal

Offeror F.E.I.N:	_____
Website Address:	_____
Proposal Delivery Date:	_____
Authorized Signature*:	_____
Printed Name and Title:	_____
Company Legal Name:	_____
Doing Business As:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Phone Number:	_____
Proposal Contact Name:	_____
Title:	_____
Phone Number:	_____
E-mail Address:	_____

*Signature acknowledges acceptance of all terms and conditions of the Solicitation

IMPORTANT NOTE: The following must be on the outside of the sealed Proposal package/box:
Offeror Name, Solicitation Number, Closing Date, Closing Time

Offeror to answer and acknowledge by its signature above:

Are you aware that the Award notice will be published on Colorado VSS: Yes No

Proprietary information is in my response and is segregated: Yes No

Have you registered with the Colorado Secretary of State: Yes No

Have you reviewed all modifications made to this RFP: Yes No

Have you reviewed Subsection 6.5, Protested Solicitations and Awards: Yes No

Are you submitting a response for MPS? Yes No

Attachment C – W9 Request for Taxpayer Identification Number and Certification

**RFP-NP-18-001
Copiers and Managed Print Services**

(Posted as a separate attachment in VSS)

Attachment D – Authorized Dealers by State

RFP-NP-18-001

Copiers and Managed Print Services

(Posted as a separate attachment in VSS)

Attachment E – Price Lists
RFP-NP-18-001
Copiers and Managed Print Services

(**Revised versions** posted as the following separate attachments in VSS)

Group A Price List
Group B Price List
Group C Price List
Group D Price List
Group E Price List
Group F Price List
MPS Price List

Attachment F – Scope of Work Response

RFP-NP-18-001

Copiers and Managed Print Services

(**Revised version** posted as a separate attachment in VSS)

Attachment G – MPS Response
RFP-NP-18-001
Copiers and Managed Print Services

(Posted as a separate attachment in VSS)

Attachment H –Company Experience and Demonstrated Capability Fact Sheet

RFP-NP-18-001 Copiers and Managed Print Services

Instructions: Submit three (3) Fact Sheets, each no more than 4 pages long.

Name of Offeror:

A. Name of Customer:

B. Type of contract or agreement:

C. Description of effort and complexity:

D. Period of Past Performance: From to

E. Identify issues encountered and explain how they were addressed and resolved:

- **Product quality:**
- **Turnaround time:**
- **Customer service:**
- **Other issues or problems encountered:**

F. Please describe how the following issues were addressed:

- **If you had any equipment problems, what back up equipment did you use?**
- **If more than one person was responsible for quality check, how did they compare the work?**

G. Customer Primary Points of Contact that can provide background on performance:

- **Client Name:**
- **Phone number:**
- **Email address:**

H. Identify Contract issues (If any) or problems encountered, and explain how they were addressed and resolved:

Attachment I – Contractor Kick-Off Meeting Affirmation

RFP-NP-18-001

Copiers and Managed Print Services

Awarded Vendor(s) must commit to attending a Kick-Off Meeting in Denver, Colorado with the Lead State Contract Administrator, and members of NASPO ValuePoint, as well as the Sourcing Team.

It is highly recommended that the individuals who will handle contract management, reporting, and marketing are in attendance.

Please provide contact information for scheduling:

Offeror

Point of Contact

Title

Phone Number

Email Address

Signature: _____

Date: _____

Attachment J – Master Agreement Affirmation

**RFP-NP-18-001
Copiers and Managed Print Services**

Offeror Name: _____

Offerors responding to this Solicitation must affirm that they agree to all the terms and conditions of the NASPO ValuePoint Master Agreement Terms and Conditions (Exhibit C). If Offerors do not agree to all the terms and conditions, then they are to provide alternate language for the legally unacceptable sections.

Please note the following: Section 2, Definitions, and various Subsections of Section 4, Statement of Work, may not be applicable to all Awarded Vendor(s), so the resulting Master Agreement(s) will be modified accordingly. Therefore, Offeror is discouraged from referencing sections that may be inapplicable, and should instead focus on sections that would be material to a resulting Master Agreement.

Offeror hereby affirms that they have read and agree to all the terms and conditions of Exhibit C.
Yes No *

*If Offeror takes exception to any of the terms and conditions of Exhibit C, please use the space below to indicate the section number as well as provide alternate language. Additional pages may be used if necessary.

1) Master Agreement page and section number:
Alternate language:

2) Master Agreement page and section number:
Alternate language:

3) Master Agreement page and section number:
Alternate language:

4) Master Agreement page and section number:
Alternate language:

Signature of individual authorized to represent Offeror

Typed or printed name of individual authorized to represent Offeror

Title of individual authorized to represent Offeror

Attachment K – Key Personnel
RFP-NP-18-001
Copiers and Managed Print Services

Offeror Name:	
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Role:	<i>NASPO ValuePoint Master Agreement Contract Administrator</i>		
Name:			
Classification (i.e. Working Title):			
Work Address:			
Phone Number:			
E-mail Address:			
# of Years in Classification:		# of Years with Offeror:	
% of Time Designated to this Role:			

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the individual's professional experience

Insert information here

RELEVANT EXPERIENCE
Information should include comparable contract engagements with other cooperatives and experience working with multiple states on varying needs, requirements and contractual terms and conditions.

Insert information here

EDUCATION
Information should include the institution name, city, state, degree (if awarded) and date of award.

Insert information here

CERTIFICATIONS
Information should include the type of certification and date it was completed/received.

Insert information here

Attachment K – Key Personnel (cont.)

**RFP-NP-18-001
Copiers and Managed Print Services**

Offeror Name:	
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Role:	NASPO ValuePoint Reporting Contact		
Name:			
Classification (i.e. Working Title):			
Work Address:			
Phone Number:			
E-mail Address:			
# of Years in Classification:		# of Years with Offeror:	
% of Time Designated to this Role:			

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the individual's professional experience

Insert information here

RELEVANT EXPERIENCE
Information should include comparable contract engagements with other cooperatives and experience working with multiple states on varying needs, requirements and contractual terms and conditions.

Insert information here

EDUCATION
Information should include the institution name, city, state, degree (if awarded) and date of award.

Insert information here

CERTIFICATIONS
Information should include the type of certification and date it was completed/received.

Insert information here

Attachment K – Key Personnel (cont.)

**RFP-NP-18-001
Copiers and Managed Print Services**

Offeror Name:	
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Role:	NASPO ValuePoint Master Agreement Marketing Manager		
Name:			
Classification (i.e. Working Title):			
Work Address:			
Phone Number:			
E-mail Address:			
# of Years in Classification:		# of Years with Offeror:	
% of Time Designated to this Role:			

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the individual's professional experience

Insert information here

RELEVANT EXPERIENCE
Information should include comparable contract engagements with other cooperatives and experience working with multiple states on varying needs, requirements and contractual terms and conditions.

Insert information here

EDUCATION
Information should include the institution name, city, state, degree (if awarded) and date of award.

Insert information here

CERTIFICATIONS
Information should include the type of certification and date it was completed/received.

Insert information here

Attachment K – Key Personnel (cont.)

**RFP-NP-18-001
Copiers and Managed Print Services**

Offeror Name:	
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Role:	<i>NASPO ValuePoint National Service Manager</i>		
Name:			
Classification (i.e. Working Title):			
Work Address:			
Phone Number:			
E-mail Address:			
# of Years in Classification:		# of Years with Offeror:	
% of Time Designated to this Role:			

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the individual's professional experience

Insert information here

RELEVANT EXPERIENCE
Information should include comparable contract engagements with other cooperatives and experience working with multiple states on varying needs, requirements and contractual terms and conditions.

Insert information here

EDUCATION
Information should include the institution name, city, state, degree (if awarded) and date of award.

Insert information here

CERTIFICATIONS
Information should include the type of certification and date it was completed/received.

Insert information here

Attachment L – eMarket Center Compliance

RFP-NP-18-001

Copiers and Managed Print Services

Offeror Name: _____

Per **Subsection 3.10.6**, and **Exhibit C (NASPO ValuePoint Master Agreement Terms and Conditions)**, Offeror must indicate if they will support the eMarket Center through **1) A hosted catalog, 2) A Punch-out site, or 3) Ordering Instructions**, and what allows your organization to support such capabilities.

(Please limit response to this page only)

Response: